BRUHAT BENGALURU MAHANAGARA PALIKE
YELAHANKA DIVISON

REQUEST FOR PROPOSAL (RFP)

(Short Term)

Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division.

Office of the EXECUTIVE ENGINEER
Yelahanka Division,

Disclaimer

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the BBMP or any of its employees or advisors/Consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the BBMP to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BBMP in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may required.

This RFP may not be appropriate for all persons, and it is not possible for the BBMP, its employees or advisors/ Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

Each Bidder should, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The BBMP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The BBMP, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. The BBMP also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The BBMP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the BBMP is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the **BBMP reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BBMP or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the BBMP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Executive Engineer
Bruhat Bengaluru Mahanagara Pa
Yelahanka, Division

Executive Engineer
Bruhat Bengaluru Mahanagara Pa
Yelahanka, Division

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SECTION 1.

REQUEST FOR PROPOSAL (RFP)

Tenderer

Executive Engineer (TPC)

Executive Enginee
Bruhat Bengaluru Mahanagara
Yelahanka, Divisio

Approved Rates	561.99			

BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/04/2023-24

Office of the, Executive Engineer,
Yelahanka Divison, Old
CMC Road, Yelahanka Old
Town, Bangalore-64.
Date:19.10.2023

REQUEST FOR PROPOSAL
SHORT TERM TENDER NOTIFICATION
(Through e–Procurement Portal only)

1. **The Executive Engineer, Yelahanka Divison,** on behalf of the Hon'ble Chief Commissioner, Bruhat Bangalore Mahanagara Palike (BBMP), invites Proposals (Technical and Financial) for "**Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division**" from Class-1A Contractors registered in KPWD/CPWD/BBMP and any other government departments.
2. The detailed Objectives and the Scope of the Assignment shall be as per Request for Proposal (RFP) Document. The RFP document may be downloaded from the Government of Karnataka Public Procurement Portal Website https://kppp.karnataka.gov.in from **19.10.2023** under login for Contractors. After login as Contractors, please scroll down to the right side bottom to see List of Bids, please click there to find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Agencies/Firms/Companies/Contractor who wish to participate shall remit online Tender Fee for the RFP Document after registering in the Portal. The Tender Fee is non-refundable.
3. Bids must be submitted online through e-procurement portal on or before **16.00 hours on 31.10.2023** and the opening of Bids will be as per the Karnataka Public procurement portal guidelines
4. Other details can be seen in the RFP document.

TABLE

Sl. No.	Name of the work	EMD (Amountin Rupees)	Location
1	Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division	Rs.1,50,000/-	• Located within 20 Kms (Aerial distance) from .Yelahanka Constituency

Calendar of Events

- Availability of RFP Document **19.10.2023 onwards**.
- Date of Pre bid meeting at the office of Executive Engineer) **on 25.10.2023** at 15-30 hour.
- Last Date for uploading the Filled Proposals is **31.10.2023, 16-30 hours**.
- Date of Opening of Technical Proposals is **01.11.2023, 16-30 hours**.
- Date of Opening of Financial Proposals after Approval of Technical Proposals through KPPP..

Note:

1. Bidders shall upload all the Signed and Scanned Copies of Certificates pertaining to their Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.
2. For those Bidders whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.
3. The BBMP reserves the right to reject any or all of the Bids without thereby incurring any Liability or Obligation to inform the Bidders of the Reasons for such action.
4. Bidders may obtain further information at the Office of **Executive engineer, Yelahanka Division, Bruhat Bangalore Mahanagara Palike, Old CMC road, Yelahanka old town, Bangalore – 560064** on working days between working hours.
5. Corrigendum's / Modifications / Corrections, if any, will be published in the Website only.
6. For Details, Registration and e – Payment, visit GOK e – Procurement Website www.kpppkarnataka.com

Sd/-
ExecutiveEngineer
Yelahanka Division
Bruhat Bangalore Mahanagara
Palike

Copy to:

1. The Chief Commissioner, BBMP for kind information.
2. **Copy submitted to the Special Commissioner (Projects) for kind information.**
3. **Copy submitted to Zonal Commissioner (Yelahanka) For Kind Information.**
4. **Copy submitted to the Special Commissioner (Finance) & Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.**
5. **Copy submitted to the Joint Commissioner (Yelahanka) for kind information.**
6. **Copy submitted to the Engineer-In-Chief for kind information.**
7. **Copy submitted to the Chief Engineer (Yelahanka) for kind information.**
8. **Copy submitted The Deputy Commissioner (Bengaluru Urban) for kind information & requested to arrange for publication and to send a copy of the same to this Office for further action.**
9. **Copy submitted to Chief Auditor / Chief Account officer for kind information**
10. **Copy submitted to A.C.F (Yelahanka) for information.**
11. Copy to Public Relationship Officer, BBMP with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based Newspapers as the case may be within next two days & requested to communicate the same to this Office as early as possible.
12. **Copy to Acct. Suptd. / Cashier of Division office for Necessary Action.**
13. **Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.**
14. **Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.**
15. **Copy to Assistant Executive Engineer (Yelahanka sub Division and Satellite Town Sub Division) for Information & Necessary Action.**
16. **Notice Board / Office Copy.**

Tenderer

Executive Engineer
Yelahanka Division
Bruhat Bengaluru Mahanagara
Palike

SECTION 2: INSTRUCTION TO TENDERERS

A. Introduction

BBMP will select a Firm among those who submit the proposals in response to the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

The Executive Engineer Yelahanka Division invites REQUEST FOR PROPOSAL (RFP) for following Two Cover tender procedure, from eligible Tenderers, for the **Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division** detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for works detailed in the table given in IFT.

The Assignment shall be implemented in accordance with the Data Sheet.

2. Eligible Tenderers

The Tenderer may be a firm/company/individual having Class-1A of KPWD/CPWD/BBMP and any other government departments.

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka/BBMP

3. Cost of Tendering:

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

B. TENDER DOCUMENTS

Contents of Tender Documents

The services required, tendering procedures and contract terms are prescribed in the RFPdocuments. In addition to the Request for Proposal, the tender documents include:

(a) Instruction to Tenderers (ITT) ;
(b) General Conditions of Contract (GCC) ;
(c) Special Conditions of Contract (SCC) ;
(d) Employer's Requirements;
(e) Technical Specifications;
(f) Eligibility and Qualification Criteria;
(g) Price Schedules;
(h) Tendering Forms;
(i) Contract Forms;

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender docume

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Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of it tender.

4 Clarification of Tender Documents

A Tenderer requiring any clarification of the Tendering Documents shall contact the Employer in writing at the Employer's address specified in the Bid Data Sheet or raise his enquiries during the pre-Tender meeting.

The Tenderer is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division. The costs of such visits to the site shall be at the Tenderer's own expense

The Tenderer and any of its personnel or agents will be granted permission by the Employer toenter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

The Tenderer's designated representative is invited to attend the pre-bid meeting, specified in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A site visit will be arranged by the Employer at the time of the pre- Tender meeting, if so specified in the BDS

The Tenderer is requested to submit any questions in writing to the Employer address specified inBid Data Sheet, to reach the Employer before pre bid meeting.

Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers through e-mail who have acquired the Tendering Documents. Any modification to the Tendering Documents that may become necessary as a result of the pre- Tender meeting shall be made by the Employer exclusively through the issue of an addendum/Corrigendum pursuant to ITT 5 and will be uploaded in e-procurement portal only and not through the minutes of the pre-Tender meeting. Non- attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

5. Amendment of Tender Documents

At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Documents by issuing addenda/Corrigenda.

Any addendum/Corrigendum issued shall be part of the Tendering Documents and shall be communicated in writing to all who have obtained the Tendering Documents from the

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Employer in accordance with ITT 4.6. If so specified in the BDS, the Employer shall also promptly publish the addendum/Corrigendum on the e-procurement portal only.

To give Tenderers reasonable time in which to take an addendum/Corrigendum into account in preparing their Tenders, the Employer may extend the deadline for the submission of Tenders, pursuant to ITT 17.2.

C. Preparation of Tenders

6. Language of Tender

The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the language specified in the Data sheet. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Tender, in which case, for purposes of interpretation of the Tender, such translation shall govern.

7. Documents Comprising the Tender

The tender prepared by the Tenderer shall comprise the following components:

a. A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10;

b. Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

c. Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and Earnest money deposit furnished in accordance with ITT Clause 13

8. Tender Form

The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be carried out, a brief description of the services.

9. Tender Prices

The Tenderer shall indicate on the Price Schedule the unit prices of the services it proposes under the Contract. To this end, the tenderers are not allowed any option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements'. However, tenderers shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award. Prices indicated on the Price Schedule is inclusive of all taxes, **except GST**, insurance and other local costs incidental to carry out the services to their final destination within the limits of BBMP.

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Deleted

Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10 Tender Currency

Prices shall be quoted in Indian Rupees:

11 Documents Establishing Service's Eligibility and Conformity to Tender Documents

Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Employer's satisfaction:

a) that, in the case of a Tenderer offering to carryout services.

b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past three/five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI)

c. Item-by-item commentary on the Employer's Technical Specifications demonstrating substantial responsiveness of the services to those specifications or a statementof deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to ITT Clause above, the Tenderer shall note that standards for workmanship, material and equipment in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards to the Employer's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

12 Earnest Money Deposit

Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit Rs. 1,50,000/- as specified in the section Bid Data Sheet

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The earnest money deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause13.7.

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Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Employer as non-responsive, pursuant to ITT Clause 22.

Deleted

Deleted

The tender security may be forfeited in the following cases :

a) if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or does not accept the correction of errors pursuant to ITT Clause 15; or

b) in case of a successful Tenderer, if the Tenderer fails to sign the Contract in accordance with ITT Clause 22; or to furnish performance security in accordance with ITT Clause 22.

13 Period of Validity of Tenders

Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Employer, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, the Employer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

14 Format and Signing of Tender

Tender shall be submitted through e-procurement portal only with clearly marked 'Pre-qualification & Technical Proposal', containing documents comprising the Technical Proposal, and the other clearly marked 'Financial Proposal', containing Schedule of Prices or the Pricing Documents in accordance. The Tenderer shall, on or before the date and time given in the Invitation for Tenders or as may have been amended from time to time, upload his Tender on e- procurement portal website https://eproc.karnataka.gov.in

D. Submission of Tenders

15 Submission of Tender

The entire tender Document available on KPPP portal with all Corrigendum and Addendum issued from time to time and requisite enclosures described and directed in tender documents shall be downloaded. Tenderer must submit all details of the proposal to be scanned and submitted through e-procurement portal only filled and uploaded on the e-

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Procurement portal by the authorized signatory on behalf of the Tenderer with his digital signature (DSC). Thetenderer who fails to submit as mentioned aforesaid, his bids shall be treated as non-responsive and not considered for evaluation.

Tenderer shall prepare and upload their Technical and Financial offers before tender submission date &time which is specified in Invitation for tenders (IFT). No written or online request in this regard shall be granted.

An original hard copy of the documents submitted through e-procurement portal is also required to be submitted after technical evaluation at the Client's office.

16 Deadline for Submission of Tenders

Tenderer must upload the proposal in e-procurement portal no later than the time and date specified in the Invitation for Tenders (Section I).

The Employer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late Tenders

As the Tendering process is through online e-procurement process late submission of bid will not be allowed.

18 Modification and Withdrawal of Tenders

As the tender process is through e-procurement portal only amendment/ modification of tender by going into the Re-Work option of the e-procurement portal shall be permissible before the deadline for submission of Tenders, in case the tenderer wants to Withdraw the already uploaded submissions the same would not be possible but the bidder in such case can opt for not carrying out the process specified in the portal for handing over of the completed and uploaded tender. The tenderer should further note that in such case the Bid Security deposited through the system shall not be refundable immediately.

E. Tender Opening and Evaluation

19 Opening of Tenders by the Employer

The Employer will open the Technical Proposal of all tenders received, on the date and the time specified in IFT.

The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the scope of work, applying the Eligibility and Qualification criteria.

A proposal shall be rejected at this stage if it does not respond to important aspects of the scope of work

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The Employer will draw out a list of qualified Tenderers.

The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Financial Proposal.

The Tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Employer, the tenders shall be opened at the appointed time and location on the next working day.

The name of the Tenderer and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

The Client shall prepare minutes of the public opening including the information of the tenderer.

The evaluation committee will determine whether the Financial Proposals are complete, (i.e,whether they have quoted all items of the corresponding financial Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

The Client will select the lowest proposal ('evaluated' price). The selected tenderer will be invited for negotiations.

20 Clarification of Tenders

To assist in the examination, evaluation, and comparison of the Technical and Price Tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender, giving a reasonable time for a response. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Tender or prices in the Price Tender, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer's request for clarification, its Tender may be rejected.

21 Preliminary Examination

The Employer will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.Tenders from Agents, without proper authorization from the manufacturer as per Section XI, shall be treated as non-responsive.

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Where the Tenderer has quoted for more than one schedule, the tender is considered as non-responsive.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Firm/Agency/Contractor does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

The Employer may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

Prior to the detailed evaluation, pursuant to ITT Clause 23, the Employer will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Employer's determination of a tender's responsiveness is to be based on the contents of the tender itselfwithout recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

22 Evaluation and Comparison of Tenders

The Employer will carry out a detailed technical evaluation of the Tenders not previously rejected as being substantially non- responsive, in order to determine whether the technical aspects are in compliance with the Tendering Documents. The Tender that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified Schedule of Guarantees, will be rejected for non-responsiveness. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Tenders on the basis of the information supplied by the Tenderers, taking into account the following:

(a) overall completeness and compliance with the Employer's Requirements; conformity of the Works offered with specified performance criteria, corresponding to each Schedule of Guarantees, as indicated in the Technical Requirements; suitability of the Works offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Tender.

(b) other relevant factors, if any,

If alternatives for tenders have not been allowed but have been offered, they shall be ignored.

The Employer shall use the criteria and methodologies and other evaluation criteria or

Tenderer

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methodologies shall be permitted.

To evaluate a Price Tender, the Employer shall consider the following:

(a) the Tender Price, excluding Provisional Sums in the Price Schedules, but including Day work items, where priced competitively;

(b) price adjustment for correction of arithmetic errors

(c) price adjustment due to quantifiable nonmaterial nonconformities

(d) the evaluation factors indicated in Evaluation and Qualification Criteria.

If these Tendering Documents allow Tenderers to quote separate prices for different lots (contracts), and the award to a single Tenderer of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Tender, is specified in Section 7, Eligibility and Qualification Criteria.

If the Tender, which results in the lowest evaluated Tender Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and the Price Schedules proposed. After evaluation of the price analyses, taking into consideration the Schedule of Payment, the Employer may require that the amount of the Performance Security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.

The Employer shall compare the evaluated prices of all substantially responsive Tenders to determine the lowest evaluated Tender.

23 Contacting the Employer

Subject to ITT Clause 21, no Tenderer shall contact the Employer on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

Any effort by a Tenderer to influence the Employer in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

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F. Award of Contract

24 Post qualification

In the absence of prequalification, the Employer will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Employer deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Employer will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

25 Award Criteria

Subject to ITT Clause 28, the Employer will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

26 Employer's right to vary Quantities at Time of Award

The Employer reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

27 Employer's Right to Accept Any Tender and to Reject Any or All Tenders

The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

28 Notification of Award

Prior to the expiration of the period of tender validity, the Employer will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

The notification of award will constitute the formation of the Contract.

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Yelahanka, Divisi

Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Employer will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address it's request to the Employer. The Employer will promptly respond in writing to the unsuccessful Tenderer.

29 Signing of Contract

At the same time as the Employer notifies the successful tenderer that its tender has been accepted, the Employer will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
Within 15 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Employer.

30 Performance Security

Within 15 days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Employer.

Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Employer may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices

The Government requires that Tenderers/ Firm/Agency/Contractors/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

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Tenderer

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Yelahanka, Division

BID DATA SHEET
INFORMATION TO TENDERERS

1. The Name of the Employer: **The Chief Commissioner, Bruhat Bengaluru Mahanagara Palike (BBMP), Bengaluru**

2. The Name, Objective and Description of the assignment are: Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division.

3. A Pre-bid meeting will be held at O/o The Executive Engineer, Yelahanka Division, old CMC road, Yelahanka old town, Bengaluru-560064.

4. Any information or clarifications can be send to the address: The Executive Engineer, Yelahanka Division, old CMC road, Yelahanka old town, Bengaluru-560064, Telephone No: 9035492953, E- mail id: eeynk2009@gmail.com

5. Proposal should be submitted in the language (s): English

6. If the bidder fails to submit the EMD Declaration Certificate before the Technical Bid open, his Bid shall not be considered for opening & rejected outright.

7. The Method of Selection: Least Cost Selection (LCS)

8. **The tenderer should have the following Own equipment's/machineries for ready use.**

   1. Hot Mix Plant of 50/80 TPH capacity or higher range.
   2. 4 Nos of Tippers.
   3. 1 Nos of Paver.
   4. 01 No of Front Loader.
   5. 01 No of Baby Roller.
   6. 02 No of Vibratory Road Rollers.
   7. 01 No of Static Road Roller
   8. 02 No of Compressor.
   9. 01 No of JCB.

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SECTION 3 – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Employer and the Firm/Agency/Contractor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Firm/Agency/Contractor under the Contract for the full and proper performance of its contractual obligations;

(c) "The Material" means all the equipment, Plant machinery, and/or other materials which the Firm/Agency/Contractor is required to supply to the Employer under the Contract;

(d) "Services" means services ancillary to the supply of the prepared Asphalt Hot Mix, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Firm/Agency/Contractor covered under the Contract and Supply and laying of Bituminous mixes at site over the period mentioned in the contract

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Employer" means the organization purchasing the Material, as named in SCC.

(h) "The Employer's country" is the country named in SCC.

(i) "The Firm/Agency/Contractor" means the individual or firm supplying the Material and Services under this Contract.

(k) "The Government" means the Government of Karnataka State.

(l) "The BBMP" means the Bruhat Bengaluru Mahanagara Palike

(k) "The Project Site", where applicable, means the BBMP Jurisdiction, Bengaluru, Karnataka state.

(l) "Day" means calendar day.

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2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Service carried out under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Firm/Agency/Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Firm/Agency/Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Firm/Agency/Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remainthe property of the Employer and shall be returned (in all copies) to the Employer on completion of the Firm/Agency/Contractor's performance under the Contract if so required by the Employer.

4.4 The Firm/Agency/Contractor shall permit the Government to inspect the Firm /Agency/Contractor's accounts and records relating to the performance of the Firm /Agency/Contractor and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

The Firm /Agency/Contractor shall indemnify the Employer against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Material or anypart thereof in India.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Material or any part thereof in the Employer's country, the Firm /Agency/Contractor shall act expeditiously to extinguish such claim. If the Firm /Agency/Contractor fails to comply and the Employer is required to pay compensation to a third party resulting from such infringement, the Firm /Agency/Contractor

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shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Employer will give notice to the Firm/Agency/Contractor of such claim, if it is made, without delay.

5. Performance Security

Within 15 days of receipt of the notification of contract award, the Firm/Agency/Contractor shall furnish Performance Security to the Employer for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including **Defect Liability Period (DLP)** obligations. In the event of any correction of defects or replacement of defective material during the **Defect Liability Period (DLP)**, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the Firm/Agency/Contractor's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

a. A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the Tender documents or another form acceptable to the Employer; or

b. A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Employer.; or

The Performance Security will be discharged by the Employer and returned to the Firm/Agency/Contractor not later than 60 days following the date of completion of the Firm/Agency/Contractor's performance obligations, including any Warranty obligations, under the Contract.

In the event of any contract amendment, the Firm/Agency/Contractor shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

The Employer or its representative shall have the right to inspect and/or to test the Material to confirm their conformity to the Contract specifications at no extra cost to the Employer. SCC and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Firm Agency/Contractor in writing in a timely manner of the identity of any representativesretained for these purposes.

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The inspections and tests may be conducted on the premises of the Firm/Agency/Contractor or its subcontractor(s), at point of delivery and/or at the material final destination. If conducted on the premises of the Firm/Agency/Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Employer.

Should any inspected or tested material fail to conform to the specifications, the Employer may reject the material and the Firm/Agency/Contractor shall either replace the rejected material or make alterations necessary to meet specification requirements free of cost to the Employer.

The Employer's right to inspect, test and, where necessary, reject the material after the materials arrival at Project Site shall in no way be limited or waived by reason of the material having previously been inspected, tested and passed by the Employer or its representative prior to the materials shipment.

Nothing in GCC Clause 7 shall in any way release the Firm/Agency/Contractor from any warranty or other obligations under this Contract.

Manuals and Drawings

Before the material and equipment are taken over by the Employer, the Firm/Agency/Contractor shall supply operation and maintenance manuals together with drawings of the material and equipment. These shall be in such detail as will enable the Employer to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

Unless and otherwise agreed, the materials and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Employer.

8. Packing

Deleted.

9. Delivery and Documents

Delivery of the materials shall be made by the Firm/Agency/Contractor in accordance with the terms specified by the Employer in the Notification of Award. The details of documents to be furnished by the Firm/Agency/Contractor are specified in SCC.

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10. Insurance

The materials supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacturer defector acquisition, transportation, storage and delivery. The Firm/Agency/Contractor in an amount equal to 110% of thevalue of the materials on "All Risks" basis including War risks and Strikes.

11. Transportation

Where the Firm/Agency/Contractor is required under the Contract to transport the material to a specified place of destination within BBMP limit site, transport to such place of destination shall be arranged by the Firm/Agency/Contractor, and the related cost shall be included in the Contract Price

12. Incidental Services

The Firm/Agency/Contractor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

a. Firm/Agency/Contractor shall Supply and laying of Asphalt mixes, road repair and maintenance appointing sub firm to the satisfaction of Employer/Engineer

Prices charged by the Firm/Agency/Contractor for incidental services, shall be included in the Contract Price for the Material, equipment, raw material, labour charges and all necessary arrangements to complete the work to the satisfaction of the Employer.

3. Spare Parts

As specified in the SCC, the Firm/Agency/Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts by the Firm/Agency/Contractor:

The Firm/Agency/Contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Material, Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

All the spare parts/consumables/change the spare parts, replaced by new parts by landing it over to the manufacturer. It has to be in line with the terms and conditions of AMC andASC signed with the manufacturer.

4. Warranty

The Firm/Agency/Contractor warrants that the Material supplied under this Contract are new, unused, of the most recent and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Firm/Agency/Contractor further warrants that all Material supplied under this Contract shall have no defect arising from workmanship (except when the design and/or material is required by the Employer's Specifications) or from any act or omission of the

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Firm/Agency/Contractor,that may develop under normal use of the supplied Material in the conditions of final destination.

This warranty shall remain valid for 12 months or Defect liability period whicheveris higher after the Material or any portion there of as the case may be indicated in the Contract. The Firm/Agency/Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Firm/Agency/Contractor, these shall at its discretion either guarantees are not attained in whole or in part, then

a. make such changes, modifications, and/or additions to the Material or any part thereof asmay be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2, OR

b. Pay liquidated damages to the Employer with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications-6

The Employer shall promptly notify the Firm/Agency/Contractor in writing of any claims arising under this warranty.

If the Firm/Agency/Contractor, having been notified, fails to remedy the defect(s) within 2 days, the Employer may proceed to take such remedial action as may be necessary, at the Firm/Agency/Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Firm/Agency/Contractor under the Contract.

15. Payment

The method and conditions of payment to be made to the Firm/Agency/Contractor under this Contract shall be specified in the SCC.

The Firm/Agency/Contractor's request(s) for payment shall be made to theEmployer in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the contract.

Payments shall be made promptly by the Employer but in no case later than sixty (60) days after submission of the invoice or claim by the Firm/Agency/Contractor.

Payment shall be made in Indian Rupees.

The payment for the supply and laying of bituminous mixes will be made based on the measurements recorded in Fix My Street Application.

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16. Prices

Prices payable to the Firm/Agency/Contractor as stated in the contract shall be firm during the performance of the contract.

17. Change Orders

The Employer may at any time, by written order given to the Firm/Agency/Contractor pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

a. drawings, designs, or specifications, where Material to be furnished under the Contractare to be specifically manufactured for the Employer;

b. The Services to be provided by the Firm/Agency/Contractor.

If any such change causes an increase or decrease in the cost of, or the time required for, the Firm/Agency/Contractor's performance of any provisions under the Contract, the Contract shall accordingly be amended. Any claims by the Firm/Agency/Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Firm/Agency/Contractor's receipt of the Employer's change order.

8. Contract Amendments

Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

9. Assignment

The Firm/Agency/Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Employer's prior written consent.

0. Subcontracts

No Sub Contract Allowed.

1. Delays in the Firm/Agency/Contractor's Performance

Performance of the Services shall be made by the Firm/Agency/Contractor in accordance with the time schedule specified by the Employer in the Schedule of Requirements.
If at any time during performance of the Contract, the Firm/Agency/Contractor should encounter conditions impeding timely delivery of the performance of Services, the Firm/Agency/Contractor shall promptly notify the Employer in writing of the fact ofthe delay, its likely duration and its cause(s). As soon as practicable after receipt of the Firm/Agency/Contractor's notice, the Employer shall evaluate the situation and may, at its discretion, extend the Firm/Agency/Contractor's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by

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amendment of the Contract.

Except as provided under GCC Clause 24, a delay by the Firm/Agency/Contractorinthe performance of its delivery obligations shall render the Firm/Agency/Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

Subject to GCC Clause 24, if the Firm/Agency/Contractor fails to deliver any or allof the Material or to perform the Services within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Employer may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Firm/Agency/Contractor, terminate the Contractin whole or part:

a. if the Firm/Agency/Contractor fails to deliver any or all of the Material within the period(s) specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 21; or

b. If the Firm/Agency/Contractor fails to perform any other obligation(s) under the Contract.

c. If the Firm/Agency/Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, Material or Services similar to those undelivered, and the Firm/Agency/Contractor shall be liable to the Employer for any excess costs for such

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similar Material or Services. However, the Firm/Agency/Contractor shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

Notwithstanding the provisions of GCC Clauses 21, 22, 23, theFirm/Agency/Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result ofan event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Firm/Agency/Contractor and not involving the Firm/Agency/Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Firm/Agency/Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Firm/Agency/Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

The Employer may at any time terminate the Contract by giving written notice tothe Firm/Agency/Contractor, if the Firm/Agency/Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Firm/Agency/Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

6. Termination for Convenience

The Employer, by written notice sent to the Firm/Agency/Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Firm/Agency/Contractor under the Contract is terminated, and thedate upon which such termination becomes effective.

To cancel the remainder and pay to the Firm/Agency/Contractor an agreed amount for partially completed Material and for materials previously procured by the Firm/Agency/Contractor.

7. Settlement of Disputes

The Employer and the Firm/Agency/Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Firm/Agency/Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

a. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Material under the Contract.

b. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

Notwithstanding any reference to arbitration herein,

a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b. The Employer shall pay the Firm/Agency/Contractor any monies due the Firm/Agency/Contractor.

28. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

a. the Firm/Agency/Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Firm/Agency/Contractor to pay liquidated damages to the Employer; and

b. The aggregate liability of the Firm/Agency/Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and otherdocuments pertaining to the Contract which are exchanged by the parties shall be written in the same language.

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30. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

Firm/Agency/Contractors shall be entirely responsible for all taxes, excluding GST.

Necessary deductions in the statutory bills shall be included.

The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract excluding GST. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

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SECTION 4: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Employer is Bruhat Bengaluru Mahanagara Palike BBMP)

(b) The Firm/Agency/Contractors.....

2. Employer's Decision

Except where otherwise specifically stated, the employer will decide contractual matters between the Employer and the Contractor

3. Delegation

The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

4. Use of Contract documents and Information; Inspection and audit by the Government (GCC Clause 4)

The law governing the contract is the Laws of India supplanted by the Karnataka Local Acts

5. Communication

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

6. Subcontracting

No subcontract allowable

7. Personnel

The Contractor shall employ the Key Personnel as mentioned in the bid document during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

If the Employer asks the Contractor to remove a person who is a member of the contractor's staff or his work force stating the reasons, the contractor shall ensure that the person leaves the site within 7 days and has no further connection with the work in the contract.

8. Safety

The Contractor shall be responsible for the safety of all activities on the site

9. Delivery and Documents (GCC Clause 9)

Upon delivery of the Material and services, the Firm/Agency/Contractor shall notify the Employer

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The documents shall be received by the Employer before arrival of the Material and, if not received, the Firm/Agency/Contractor will be responsible for any consequent expenses.

10. Employer's and Contractor's risks

The Employer Carries the risks which this Contract states are Employer's risk and the contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

The Employer is responsible for the expected risks which are:

a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor arising from the conduct of the works; or

b) A cause due solely to the design of the works, other than the Contractor's design; or

c) Any operation of the forces of nature (in so far as it occurs on the site) which an experienced Contractor:

i) Could not have reasonably foreseen; or

ii) Could reasonably have foreseen but against which he could not reasonably have taken at least one of the following measures;

A) Prevent loss or damage to physical property from occurring by taking appropriate measures or

B) Insure against such loss or damage

12. Contractor's risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the expected risks are the responsibility of the Contractor

13. Insurance (GCC Clause 10)

The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts statedin the Contract Data :

a. for loss of or damage to the Works, Plants and Materials and the equipment;

b. for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

c. for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

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If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

Alterations to the terms of an insurance shall not be made without the approval of the Employer.

Both Parties shall comply with any conditions of the insurance policies.

14. Securities

The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

15. Submission of bills for payment

The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items completed and (ii) valuation of Variations and Compensation Events.

The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

16. Schedule of Payments

Payments shall be adjusted for deductions for advance payments, other recoveries as per terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill.

Items of the Works or supplies for which no rate or price has been entered in will not be paid by the Employer and shall be deemed covered in the contract price.

(i) The BG shall be released to the Firm/Agency/Contractor within 30 days after the dateof the acceptance certificate issued by the Employer's representative for the respective delivery
(ii) Payment shall be made as per the payment schedule.

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17. Cost of Repairs

Loss or damage to the plant, equipment or Materials to be incorporated in the Supply and Works between the Start Date and the end of the Defects liability periods and shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises fromthe Contractor's acts or omissions.

18. Settlement of Disputes (GCC Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

(a) In case of Dispute or difference arising between the Employer and agency/Firm/Agency/Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Employer/Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

(b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

19. Notices (GCC Clause 31)

For the purpose of all notices, the following shall be the address of the Employer and Firm/Agency/Contractor.

Employer:

The Chief Commissioner,
Bruhat Bengaluru Mahanagara Palike
(BBMP) Bengaluru
And or its Representatives as case maybe

Firm/Firm/Agency/Contractor: (To be filled in at the time of Contract signature)

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20. Price Adjustment:

Contract Rates shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.

(a) The price Adjustment shall apply for the work done after one year from the date of commencement of supply and laying of bituminous mixes only up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) No price adjustment for one year (12 month) from the date of commencement of the supply and laying of bituminous mixes. Agreed item rates are provided for first one year.

(c) Price Adjustment shall be admissible from the second year date of commencement of tenders (original or extended)

(d) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(e) Following expressions and meanings are assigned to the work done during the quarter:

R =Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

i) Bitumen

Adjustment for Bitumen Component Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$Vb=Pb/100 \times R1 \times (Bi - Bo)/Bo$$

Vb = Increase or decrease in the cost of work during the month under consideration due to changes in the rate of bitumen.

Pb = Percentage of bitumen component of the work.

Bo = The The average official retail price of bitumen at the nearest refinery for the place as defined in Appendix to Bid, in the previous month prior to the date of submission of Bids..

Bi = The average official retail price of bitumen at nearest refinery for the place as defined in Appendix to Bid, in the previous month prior to the last day of the period to which a particular Interim Payment Certificate is related.

R 1= The total value of the work

ii) Labour

Adjustment for Labour component Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$VL= 0.85 \times Pl/100 \times R1 \times (Li - Lo)/Lo$$

VL = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

Lo = the average consumer price index for industrial workers for the place as defined in the Appendix to Bid, in the previous month prior to the closing date of submission of bids as published by Labour Bureau, Ministry of Labour, Government of India.

Li = The average consumer price index for industrial workers for the place as defined in the Appendix to Bid, in the previous month prior to the last day of the period to which a particular interim Payment Certificate is related as published by Labour Bureau, Ministry of Labour, Government of India.

Pl = Percentage of labour component of the work..

R 1= The total value of the work

iii) Fuel

Adjustment for Fuel and Lubricants (POL) Price adjustment for increase or decrease in the cost of POL (fuel and lubricant) shall be paid in accordance with the following formula:

$$Vf = Pf/100 \times R \times (Fi - Fo)/Fo$$

Vf = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

Fo = The average official retail price of High Speed Diesel (HSD) oil at the existing consumer pumps of IOC for the place defined in the Appendix to Bid in the previous month prior to date of submission of bids.

Fi = The average official retail price of HSD at the existing consumer pumps of IOC for the place defined in the Appendix to Bid in the previous month prior to the last date of the period to which a particular Interim Payment Certificate is related.

Pf = Percentage of fuel and lubricants component of the work.

Note: - For the application of this clause, the price of High Speed Diesel oil at the IOC pumps has been chosen to represent fuel and lubricants component.

iv) Plant and Machinery spares component

Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$$Vp = Pp/100 \times R \times (Pi - Po)/Po$$

Vp = Increase or decrease in the cost of work during the month under consideration due to changes in rates plant and machinery spares.

Po = The all India average wholesale price index for heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

Pi = The all India average wholesale price index for heavy machinery and parts for the quarter under consideration as published by the office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

Pp = Percentage of plant and Machinery Spares component of the work.

v) Other materials

Adjustment for civil component (except cement, structural steel, bitumen, fuel and lubricants, reinforcement bars) / electrical component of construction 'Materials'

$$Vm= Pm/100 \times Rx(Mi-Mo)/Mo$$

Vm = Variation in material cost i.e. increase or decrease in the amount inrupees to be paid or recovered.

W = Cost of Work done worked out

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Yelahanka, Divis

Approved Rates	561.99			

Pm = Percentage for other material Component (except cement, structural steel, bitumen, fuel and lubricants, reinforcement bars of the total value of work.

Mi = All India Wholesale Price Index for civil component/electrical component*of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ the index prevailing at the time of stipulated date of completion.

Mo = All India Wholesale Price Index for civil component/electrical component*of construction material as worked out valid on the last stipulated date of receipt of tender including extensions, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce.

Price Adjustment of the Contract Price

Component	Price Adjustment (%)
Labour (Pl)	20%
Bitumen (Pb)	10%
Fuel and Lubricants (Pf)	10%
Plant machinery, Spares (Pp)	5%
Other Materials (Pm)	40%
Total	**85%**

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs

The affected Price Centre total, the Schedule of Payments, and the Contractor's Price shall be adjusted by the Employer/Engineer with the approval of the Employer and consent of Contractor incorporate any change to the Contract Price. The Contractor shall update the Schedule of Payments and submit to the Employer/Engineer for a Notice

21. Progress of Supply:

Firm/Agency/Contractor shall regularly intimate progress of supply, in writing, tothe Employer as under:

- Supply and laying of Bituminous Macadam after execution of the work;
- Supply and laying of Dense Bituminous Concrete after execution of the work
- Supply and laying of Bituminous Concrete after execution of the work;
- Operation and Maintenance of Asphalt Hot Mix plant, tipper vehicle and other equipment

22. Right to use defective equipment:

Deleted

23. Firm/Agency/Contractor Integrity:

The Firm/Agency/Contractor is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

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24. Firm/Agency/Contractor's Obligations:

- The Firm/Agency/Contractor is obliged to work closely with the Employer's staff, act within its own authority and a Tender by directives issued by the Employer and implementation activities.
- The Firm/Agency/Contractor shall employ safety measures prevalent in India and will free the Employer from all demands or responsibilities arising from any incidents, accidents or loss of life the cause of which is the Firm/Agency/Contractor's negligence. The Firm/Agency/Contractor will pay all indemnities arising from such incidents and will not hold the Employer responsible or obligated.
- The Firm/Agency/Contractor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- The Firm/Agency/Contractor will treat as confidential all data and information about the Employer, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Employer.

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SECTION 5: EMPLOYER'S REQUIREMENTS

Introduction:

Bengaluru city is one of the fastest growing megacities of India and the growth in vehicle and human numbers has been phenomenal in the last decade. A recent count suggested 80 Lakh vehicles with an annual growth rate of 14%. The free flow of all these vehicles in a busy city like Bengaluru has been both a responsibility and challenge of the BBMP. To keep up with this responsibility, various user friendly measures such as development and resurfacing of arterial, sub-arterial and other major roads, Road Widening, Grade separators (Underpass and Flyovers), development of selected roads on Tender SURE guidelines, Signal Free corridors have been implemented. Road Infrastructure department comprises of 80 Engineers and is headed by Chief Engineer-Road infrastructure. To aid in good maintenance and planning, modern Employer/Engineering tools such as GIS have been used to digitize road inventory and road history of all Arterial and Sub-arterial roads and other roads.

Bruhat Bengaluru Mahanagara Palike extends to about 800 Sq.km city area with a road network of about 13000 KM. Out of this road network, about 1350 KM roads have been identified as Arterial, Sub-arterial roads and other Major roads. These are very vital from the standpoint of traffic flow in the city.

Objectives:

Bruhat Bengaluru Mahanagara Palike (BBMP) has decided to hire a Contractor/firm/agency who can Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division which is required to fill up the potholes, patch work and any such road repair works as and when required.

Scope of Work:

Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division, which is required to fill up the potholes, patch work and any such road repair works as and when required which includes:

1) **Operation, maintenance of** Asphalt Hot Mix Plant and other equipment established by Tenderer.
2) Supply of Tippers/Rollers/Paver/Cutting machine, other required Vehicles, etc., for transportation of mixes from Hot Mix plant to work Site as per the requirements of BBMP to be supplied by the tenderer.
3) **Bituminous Macadam Grading - II for traffic >20 MSA, C.** Providing and laying Bituminous Macadam with 40/60 TPH capacity hot mix plant using crushed aggregates of specified grading, premixed with bituminous binder VG-30 @ 3.4% by weight of mix, transported to site, laid over a previously prepared surface with mechanical paver finisher to the required grade, level and alignment and rolled as per clauses 501.6 and 501.7 to achieve the desired compaction, including all lead, lift and cost of materials and labour etc., complete
4) **Dense Graded Bituminous Macadam Grading - II for traffic >20 MSA, C.** Providing and laying Dense Graded Bituminous Macadam with 40/60 TPH capacity HMP using crushed aggregates of specified grading, premixed with bituminous binder VG-40, @ 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRTH specification clause No. 505 complete in all respects, including all lead, lift and cost of materials and labour etc., complete
5) **Bituminous Concrete Grading II for traffic, C.** Providing and laying Bituminous Concrete with 40/60 TPH capacity hot mix plant using crushed aggregates of specified grading, premixed with bituminous binder VG-30, @ 5.4 per cent of mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 507 complete in all respects, , including all lead, lift and cost of materials and labour etc., complete
6) **Wet Mix Macadam (Plant mix method),** Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver/grader in sub-base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density, including all lead, lift and cost of materials and labour etc., complete
7) Milling the bituminous pavement surface upto a depth of 55mm using milling machine, to make a uniform surface without disturbing the base, cleaning the milled surface, including cost of all labour charges and hire charges of machineries etc complete., including stacking the milled material on the sides of road
8) Cutting the asphalt surfaces for pothole filling using Mechanical Cutting machine, cleaning the surface, including cost of all labour charges and hire charges of machineries etc complete., and clearing the cutted material from the road , including all lead, lift and cost of materials and labour etc., complete
9) Prime Coat over WMM/WBM, Providing and applying primer coat with SS1 grade Bitumen Emulsion on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.90 kg per m2 using mechanical means, , including all lead, lift and cost of materials and labour etc., complete
10) Providing and applying tack coat using 80/10 grade bitumen (VG10) in boiler fitted with spray set distributor at the rate of 0.25 kg per sqm on the existing prepared bituminous surface (primed surface) cleaned with mechanical broom, complete as per specifications. Clause 503 of MORTH V revision

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Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labour consumables etc complete for a period of 2 years in Yelahanka Division. (Documents are to be furnished for the below machineries with **NOTARY CONFIRMATION).**

Sl. No.	Brief Description	Unit	Quantity
1.	Hot mix plant 50/80 TPH or higher range with backup generator, shed, laboratory shed and equipment	No.	01
2.	Mechanical Paver	No.	01
3.	Sensor Paver	No.	01
4.	Vibratory Roller 8/10 Tonne Capacity	No.	02
5.	Tandem/Static Road Roller 8/10 Tonne Capacity	No.	02
6.	Tippers (8 wheelers/ 10 wheelers)	No.	04
7.	Air compressor	No.	02
8.	Truck mounted bituminous sprayer (Emulsion Sprayer)	No.	01
9.	Truck mounted bituminous sprayer (Hot Bitumen Sprayer 80/100 Grade (VG-10) capacity)	No.	01
10.	Cutting Machine	No.	05
11.	Front end loader	No.	01
12.	Baby Roller	No.	01
13.	JCB	No.	01

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SECTION 6 – Technical Specifications

Supply and laying of Mixes

Bituminous Macadam (BM)

Bituminous Macadam (BM) consists of crushed aggregates and bituminous binder heated and mixed in an Asphalt Hot Mix plant at specified temperature and transported to the construction site, laid with a mechanical paver and compacted by rollers.

Materials

The specifications of materials used in the construction of BM such as bitumen binder and aggregates are given under.

Bitumen Binder

Paving Bitumen of viscosity grade VG-30 is recommended for use.

Aggregates

The Coarse aggregates used for BM layer shall consist of hard crushed rock retained on 2.36 mm sieve. The fine aggregates shall consist of either crushed rock or a combination of natural sand and crushed rock passing 2.36 mm and retained on 0.075 mm sieve

The aggregates to be used for the BM layer shall fulfil the specified gradation.

Composition of Bituminous Macadam Grading-2 as per MoRTH 5th revision Table 500-7

Grading-2	
Nominal Aggregate size	**19 mm**
Layer thickness	**50 to 75mm**
IS Sieve (mm)	**cumulative % by weight oftotal aggregate passing**
45	-
37.5	-
26.5	100
19	90-100
13.2	56 -88
4.75	16 - 36
2.36	4 - 19
0.30	2 - 10
0.075	0 - 8
bitumen content % by mass of total mix – VG-30	3.4

BM Mixing and laying at Site

- The BM mix fulfilling the job mix formula as per MoRTH clause 505.3.3 is prepared at specified mixing temperature in asphalt Hot Mix plant; the mix is transported to the construction site in insulated covered vehicles
- The surface on which Bituminous Macadam is to be laid shall be prepared in accordance with MoRTH clauses 501.8 and 902.3 as appropriate or as directed by the Engineer
- The surface shall be thoroughly swept clean by mechanical broom and dust removed by compressed air or other approved methods shall be used as directed by the Engineer

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- Tack Coat is applied using hot bitumen on primed surface as per MORTH clause 503
- The mix is spread using paver finisher, Spreading will be in accordance to MORTH Clause 501.5.3 and501.5.4
- Mixing, laying, and rolling temperature using viscosity bitumen – VG30 will be in accordance to MORTH Clause 500-2
- Rolling is started as soon as laying is done this will be in accordance to MORTH Clause 501.5.3 and 501.5.4
- Surface finish and Quality Control of Work will be in accordance to MORTH Clause 501.5.3 and 501.5.4
- During the period of construction, arrangements for traffic shall be made in accordance with the provisions of the MORTH Clause 112.

Dense Bituminous Macadam (DBM)

The work shall consist of construction in a single or multiple layers of DBM on a previously prepared base or sub-base. The thickness of a single layer shall be 50 mm to 100 mm.

Composition of Dense Bituminous Macadam Grading-2
As per MoRTH 5th revision Table 500-10

Grading-2	
Nominal Aggregate size	**26.5mm**
Layer thickness	**50-75**
IS Sieve (mm)	**cumulative % byweight of total aggregate passing**
45	-
37.5	100
26.5	90-100
19	71-95
13.2	56-80
9.5	-
4.75	38-54
2.36	28-42
1.18	-
0.6	-
0.3	7-21
0.15	-
0.075	2-8
bitumen content % by mass of total mix (VG30)	Min 4.5

- The nominal maximum particle size is the largest specified sieve size upon which any of the aggregate is retained.

DBM Mixing and laying at Site

- The DBM mix fulfilling the job mix formula as per MoRTH clause 505.3.3 is prepared at specified mixing temperature in asphalt Hot Mix plant; the mix is transported to the construction site in insulated covered vehicles
- The surface on which Dense Bituminous Macadam is to be laid shall be prepared in accordance with MoRTH clauses 501.8 and 902.3 as appropriate or as directed by the Engineer

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- The surface shall be thoroughly swept clean by mechanical broom and dust removed by compressed air or other approved methods shall be used as directed by the Engineer
- Tack Coat is applied using hot bitumen on primed surface as per MORTH clause 503
- The mix is spread using paver finisher, Spreading will be in accordance to MORTH Clause 501.5.3 and 501.5.4
- Mixing, laying, and rolling temperature using viscosity bitumen – VG30 will be in accordance to MORTH Clause 500-2
- Rolling is started as soon as laying is done this will be in accordance to MORTH Clause 501.5.3 and 501.5.4
- Surface finish and Quality Control of Work will be in accordance to MORTH Clause 501.5.3 and 501.5.4
- During the period of construction, arrangements for traffic shall be made in accordance with the provisions of the MORTH Clause 112.

Bituminous Concrete (BC)

This work shall consist of construction in a single layer of bituminous concrete on a previously prepared bituminous bound surface. A single layer shall be 30 mm to 50 mm thick.

Composition of Bituminous Macadam Grading-2
As per MoRTH 5th revision Table 500-17

Grading-2	
Nominal Aggregate size	**13.2mm**
Layer thickness	**30-40**
IS Sieve (mm)	**cumulative % by weight of total aggregate passing**
19	100
13.2	90-100
9.5	70-88
4.75	53-71
2.36	42-58
1.18	34-48
0.6	26-38
0.3	18-28
0.15	12.20
0.075	4-10
Bitumen content % by mass of total mix – VG30	Min 5.4

BC Mixing and laying at Site

- The BC mix fulfilling the job mix formula as per clause 505.3.3 is prepared at specified mixing temperature in asphalt Hot Mix plant; the mix is transported to the construction site in insulated covered vehicles
- The surface on which bituminous concrete is to be laid shall be prepared in accordance with clauses 501 and 902 as appropriate or as directed by the Engineer
- The surface shall be thoroughly swept clean by mechanical broom and dust removed by compressed air or other approved methods shall be used as directed by the Engineer
- Tack Coat is applied as per MORTH clause 503
- The mix is spread using paver finisher, Spreading will be in accordance to MORTH Clause 501.5.3 and 501.5.4

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- Mixing, laying, and rolling temperature using viscosity bitumen – VG30 will be in accordance to MORTH Clause 500-2
- Rolling will be in accordance to MORTH Clause 501.5.3 and 501.5.4
- Surface finish and Quality Control of Work will be in accordance to MORTH Clause 501.5.3 and 501.5.4
- During the period of construction, arrangements for traffic shall be made in accordance with the provisions of the MORTH Clause 112.

Note:

1) The Contractor shall submit to the Employer/Engineer for approval before the start the work, the job mix formula proposed for use in the works, together with the following details:

i) Source and location of all materials
ii) Proportions of all materials expressed as follows:
a. Binder type, and percentage by weight of total mix;
b. Coarse aggregate/Fine aggregate/Mineral filler as percentage by weight of total aggregate including mineral filler;
iii) The individual weights of each type of aggregate, and binder per batch
iv) Mixing temperature and compacting temperature
v) The Contractor should previously inform the Employer of the proposed method for laying and compacting the material.

2) Mixing, Laying and Rolling temperatures for bituminous mixes (in Degree Celsius) as per MoRTH (fifth revision) table 500-2

Bitumen Viscosity Grade	Bitumen Temperature	Aggregate Temperature	Mixed material temperature	Rolling Temperature	Laying Temperature
VG 30	150-165	150-170	150-165	140 Min	90 min
VG 10	140-160	140-165	140-160	160 Min	80 min

3) Specified rate of application of Prime coat

Prime coat is applied before laying a bituminous pavement layer over a granular base course. When bitumen emulsion is used for priming the rate of application of MC-30 grade may be 0.7 to 1 kg/m^2

4) Specified rate of application of Tack coat

Tack coat is applied over Primed surface or over an existing bituminous surface. Rate of application of VG-10 grade paving bitumen tack coat on (i) Bituminous surfaceis 0.3 to 0.4 kg/m^2 (ii) Granular surface treated with primer is 0.4 to 0.5 kg/m^2.

Wet Mix Macadam (WMM)

Material Requirements

The material shall comply with the MORTH clause 406.2
(a) It shall consist of crushed stone, free from clay, organic or other deleterious matter.
(b) It shall comply with the Following Grading after processing, placing and compaction in the pavement the grading of the material shall be smooth curve within and approximately parallel to one of the envelopes defined in the Table below.

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Grading requirement of aggregate for Wet Mix Macadam base as per MORTH Table 400-13

sieve size (mm)	percentage passing by weight
53	100
45	95-100
26.5	-
22.4	60-80
11.2	40-60
4.75	25-40
2.36	15-30
0.6	8-22
0.075	0-5

WMM Mixing and laying at Site

The graded crushed stone shall be laid by plant capable of distributing the graded crushed stone in a layer of uniform thickness and without segregation. The compacted thickness of any layer laid, processed and compacted at one time shall not exceed 150 mm, and where a greater thickness is required, the graded crushed stone shall be laid in two or more equal layers in accordance with MORTH Clause 406.3.4 and 406.3.5

Construction steps:

- The surface on which WMM is to be constructed shall be prepared as per MORTH clause 404.3.1
- The Contractor shall take appropriate measures to prevent segregation during dumping and spreading operations.
- The selected WMM mix (with water equal to the optimum moisture content added) is prepared in a suitable mixing plant like the "pug mill" as per MORTH clause 406.3.3
- The WMM mix is transported to the site and spread using a paver machine to the required thickness, grade and cross slope as per MORTH clause 406.3.4
- The WMM layer is compacted using a vibratory roller of minimum static weight of 8 to 10 tonnes, the compacted thickness of each layer should be less than 200mm. Rolling is done from the lower edge and proceeded towards the upper edge, the rolling speed is limited to less than 5 kmph. As per MORTH clause 406.3.5
- After final compaction of WMM course, the road shall be allowed to dry for 24 hours.
- The provision for Setting and Drying will be in accordance to MORTH Clause 406.3.6
- Surface finish of Work will be in accordance to MORTH Clause 902
- Quality Control of Work will be in accordance to MORTH section 900
- During the period of construction, arrangements for traffic shall be made in accordance with the provisions of the MORTH Clause 112
- Prime coat shall be applied on the finished WMM surface.

Prime Coat

It Consist of the spraying of liquid bituminous binder of low viscosity over existing granular surface.

Tenderer

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(Ver Div) BBMP
Executive Engineer
Bruhat Bengaluru Mahanagara P
Yelahanka, Division

Approved Rates	561.99	sqm	561.99	561.99

Materials
The primer used for prime coat should be as per MORTH clause 502.2

Construction

- The Prime coat shall be applied by a self-propelled or towed bitumen pressure sprayer, equipped for spraying the material uniformly at a specified rate
- The surface on which the prime coat is to be applied shall be clean and free from dust, dirt and other material.
- The application of the prime coat is as per MORTH Clause 502.4.3
- Prime coat shall be left to cure as per MORTH clause 502.4.4
- Control of Quality of material is as per MORTH Section 900
- During the period of construction, arrangements for traffic shall be made in accordance with the provisions of the MORTH Clause 112.

Tack Coat

It Consist of the application of a single coat of low viscosity liquid bituminous material to existing bituminous or primed granular surface.

Materials
The binder used for tack coat should be low viscosity paving bitumen of VG 10 grade conforming to IS: 73.

Construction

- The Tack coat shall be applied by a self-propelled or towed bitumen pressure sprayer, equipped for spraying the material uniformly at a specified rate
- The surface on which the tack coat is to be applied shall be clean and free from dust, dirt and other material.
- The granular surface shall be primed as per MORTH clause 502
- The application of the tack coat is as per MORTH Clause 503.4.3
- Tack coat shall be left to cure as per MORTH clause 503.4.4
- Control of Quality of material is as per MORTH Section 900
- During the period of construction, arrangements for traffic shall be made in accordance with the provisions of the MORTH Clause 112.

Tenderer

Executive Engineer
(Tech) BBMP
Executive Engineer
Bruhat Bengaluru Mahanagara Pa
Yelahanka, Division

SECTION 7 – Eligibility and Qualification Criteria

Eligibility Criteria

1) The Tenderer may be an individual or firm or agency or Company.
2) The Tenderer must have Installed, Commissioned and operated his own purpose Asphalt Hot mix plant and also having the following eligibility criteria.
3) To qualify for award of this contract, each Tenderer in its/his name should have in the last five years (i.e. from 2017-18 to 2022-23)
   (a) Achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.5.00 Crores.**
   (b) Satisfactorily completed (at least 90% of the contract value), as prime contractor, at least one similar work such as Road Construction/Maintenance/Resurfacing of Asphalt in nature of value not less than **Rs.3.00 Crores.**
   (c) executed in any one year, the following minimum quantities of work:

SDBC/BM/DBM/BC	**Cum**	**2,000.00**
WMM	**Cum**	**500.00**

4) Each Tenderer should further demonstrate:
(a) Availability of critical equipment for this work provided with the relevant documents (commitment agreements etc.) for availability for this work are to be furnished as shown in table below.

Sl. No.	Brief Description	Unit	Quantity	Lease/ Own
1.	Hot mix plant 50/80 TPH or higher range with backup generator, shed, laboratory shed and equipment	No.	01	Own
2.	Mechanical Paver	No.	01	Own
3	Vibratory Roller 8/10 Tonne Capacity	No.	02	Own
4	Tandem/Static Road Roller 8/10 Tonne Capacity	No.	02	Own
5	Tippers (6 wheelers/ 10 wheelers)	No.	04	Own
7	Air compressor	No.	02	Own
8	Truck mounted bituminous sprayer (Emulsion Sprayer)	No.	01	Own
9	Truck mounted bituminous sprayer (Hot Bitumen Sprayer 80/100 Grade (VG-10) capacity)	No.	01	Own
10	Cutting Machine	No.	05	Own
11.	Front end loader	No.	01	Own
12.	Baby Roller	No.	01	Own

Tenderer

Executive Engineer,
(Tech) Div, BBMP
Executive Engineer
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Yelahanka, Division

	Approved Rates	561.99	Sqm	561.99	561.99

13.	Excavator	No.	01	Own

(b) Liquid assets and /or availability of credit facilities of not less than **Rs.300.00Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

The number of points will be given under each of the criteria for evaluation is:

Sl. No.	Description	Max. Marks
1.	Specific experience of the Firms related to the Assignment as per Clause No. 7.1 (b) & (c) above	10
2.	Financial Capability Rs.10.00 crores Turnover	10
3.	Adequacy of the proposed work plan and methodology in responding to the TOR	05
4.	Qualifications and competence of the staff for the Assignment	05
5.	Equipment, machineries and vehicles facilities available and execution of the quantities.	70
	Total Points:	100

The minimum Technical score required for technical eligibility: 75 Points

Note: Failure to comply with any one of the mandatory criteria as stated in above table shall be construed as ineligible for the tender.

Key Personnel to be deployed on issue of work order:

The Tenderers must deploy the Key Personnel for the work as indicated below. The number Key Personnel should not be less than as specified.

i) **Plant Operator:** 5 to 10 years total Experience in operating Hot Mix or Hot Mix Plant.
ii) **Equipment Operator:** 5 years of total experience in operating and handling equipment for road works/similar work.
iii) **Lab Technician:** ITI or Diploma in civil with 5 Years of total Experience in operating laboratory equipment.
iv) **Site Supervisor/ Site Employer/ Engineer:** B.E/ B Tech or Diploma in Civil Engineering with 3/5 years total Experience in similar works.
v) **Electrical/Technician:** ITI or Diploma in Electrical with 3 Years of total Experience.
vi) **Mechanical Personnel**: BE/Diploma in mechanical with 2 to 3 years of total experience.

Notes:

1. Tenderer may propose any number of names of Personnel for each Key Position mentioned above. Any of the personnel approved by Employer as per the requirement for each key position have to be mandatorily deployed in case of award of work.
2. The successful Tenderer has to deploy the same key personnel (within 60 days of commencement date) as indicated in the Tender submittal failing which penalty of INR 10,000 per month will be imposed.
3. The proposed Key personnel are not to be changed till the completion of the work. Under exceptional circumstances, in case they are required to be changed, the replacement should have similar or better experience and qualification than as required above. These changes are permitted only with the approval of the Employer.

A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

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Executive Engineer
(Yel Div) BBMP

Executive Engineer
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Yelahanka, Division

Tenderer

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(Yel Div) BBMP

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Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

	Approved Rates	561.99	Sqm	561.99	561.99

7A - Filter of Applicants- Checklist
(To be filled by applicant)

Name of Applicant _____

Sr. no	Criteria	Yes	No
1.	Has the applicant abandoned any work in the last 5 years?		
2.	Has the applicant delayed any work in the last 5 years by more than 75% of the original period of completion due to his default?		
3.	Has the applicant delayed by more than 50% of the original period of completion in more than 20% of the number of works in the last 5 years due to his default?		
4.	Has the applicant suffered bankruptcy/insolvency in the last 5 years?		
5.	Has any misleading information been given in this application?		
6.	Is the net worth of the applicant as per clause 7.1 of eligibility criteria and qualification requirement?		
7.	Has the applicant certified that no agent/middleman has been or will be engaged or any agency commission been or will be paid?		
8.	Has the Tenderer undergone Corporate Debt Restructuring (CDR) since last five years? (a.) If yes, has the Tenderer submitted their banker's certificate stating that their account with the bank is standard account as on 31st March 2021? (b.) If no, has the Tenderer submitted an undertaking to the affect? In case the Tenderer fails to submit an undertaking or banker's certificate, the Tenderer is liable for rejection.		

1. A 'YES' answer to any question 1, 2, 3, 4 or 5 will disqualify the applicant.
2. A 'NO' answer to any question 6, 7 or 8(a.) or 8 (b.) will disqualify the applicant.

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Executive Engineer,
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

7B –Qualification Details and Criteria

Eligibility and Qualification Criteria			Documentation
No	**Factor**	**Requirement**	**Submission Requirements**
1.1	**Nationality**	Tenderer's Information	Form 9A
1.2	**Conflict of Interest**	No conflicts of interest as described in ITT1.2	Letter of Bid
1.3	**Method statement and Work Programme**	Details of method statement and Requirements for proposed Works Programme	Form – 9B and Form – 9C
1.4	**Equipment**	shall provide adequate informationfor each item of equipment	Form – 9D
1.5	**Personnel**	Shall Provide the details of Key Personnel	Form – 9E
1.6	**Financial Performance**	The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements acceptable to the Employer, for the last five (5) years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-termprofitability.	Form – 9F
1.7	**Average Annual financial Turnover**	Minimum average annual construction turnover of 20 crores in any of the two years among last five (5) Financial years starting from 2016-17 to 2020-2021.	Form – 9G
1.8	**Financial Capability**	Financial Resources	Form – 9H
1.9	**Works in Progress**	shall provide information on theircurrent commitments on all contracts that have been awarded	Form – 9I
1.10	**Work Experience**	Tenderers should provide information work done details out of the last five years	Form – 9J

Tenderer

Executive Engineer,
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

Approved Rates	561.99	1	Sqm	561.99	561.99

SECTION 8: PRICE SCHEDULE

Preamble

The Pricing Document shall be read in conjunction with Notice of Invitation to Tenderers, Instructions to Tenderers and all Tendering Documents, Specifications as listed in Contents of Tendering Documents.

The Contract is a fixed priced, adjusted by the Price Adjustment Formula for supply and laying of bituminous mixes detailed in Section 4 of SCC Clause 20.

The detailed Scope of Works is given in Clause Employers Section 5 – Employers Requirements.

The individual item descriptions within each are indicative only of the supply and Work included in this Contract and shall not be taken as defining the scope of work to be executed either under the Price Centre or the Contract.

The item descriptions, if given, are general summaries only, therefore no omission from, or error in, item descriptions within this Pricing Document shall warrant an adjustment of the Contract Price nor entitle the Contractor to seek an extension of time under the Contract.

The breakdown of rates and item descriptions, with the breakdown cost of each item as submitted by the Contractor in accordance with the Clause 8.4 of this section and shall be used as the basis for evaluating any variations pursuant to Clause 20 Special Conditions of Contract.

The activity descriptions for items within Price Centres shall be deemed to cover all aspects of the relevant item scope, irrespective of the fact that the Tenderer may not have inserted an amount against any item description.

The total amount of each Price Centre shall be deemed inclusive of all of the Contractor's obligations to execute the part of the Works covered by the Price Centre and to perform all of his other obligations under the Contract in respect thereof. The Contractor shall not be entitled to receive any further or additional payment in respect of such Price Centre.

The person authorized to sign on behalf of the Tenderer shall sign in full, with company seal and date, at the bottom of all pages of the Pricing Schedule.

Contract Price

The all Price as shown in the Pricing Summary in Financial Proposal shall be exclusive of GST, constitutes the "Contract Price" which shall be the total amount to be paid to the Contractor for executing the Works and performing all other obligations under the Contract, subject only to any further amounts as may be determined by the Employer/Engineer as being due to the Contractor in accordance with the Contract.

The Price Centre totals and the Contract Price shall not be subject to adjustment by the Contractor in respect of any error or oversight in the preparation of the Pricing Document, this Volume and they represent the full extent of the Contractor's entitlement to receive payment in respect of such Price Centres. Errors will be corrected by the Employer for any arithmetic mistakes in computation or summation found in the bid submission, as indicated Section 1- Instructions to Bidders.

Payments for Price shall be paid in Indian Rupees or

Tenderer

Executive Engineer
(Yel Div)BBMP

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

Payment Schedule

Payment will be calculated using the Schedule of Payments (SoPs), subject to the Employer/Engineer being satisfied that the works for each item are 100% complete, unless payment is on a percentage/monthly/quarterly basis. Payment will be based on the Contractor's submission of a monthly statement.

Subject to the Contractor's Monthly Statement meeting the minimum value of 3% of Contract Price, and after the Employer/Engineers assessment, the Employer/Engineer will issue an Interim Payment Certificate calculated on percentages from the SOP Items.

SL No.	Description of Items	Unit	Rate in Rs
1.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **hot bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading II Material PWD CSR 21-22 VOl 3 it. No 10.5 Page No 76 (as per Issue Rates Dated 01-01-2023)	Sqm	
2.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **75 mm of Wet Mix Macadam and Bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading II Material including all lead, lift and cost of materials and labour etc., complete	Sqm	
3.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **100 mm of Wet Mix Macadam and Bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading II Material including all lead, lift and cost of materials and labour etc., complete	Sqm	

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Executive Engineer
(Yel Div)BBMP

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

...oved Rates	561.99	Sqm	561.99	561.99

SECTION 9: *TENDERING FORMS*

Date :.....

ITT No :.....

To:
The Chief Commissioner
Bruhat Bengaluru Mahanagara Palike
Bengaluru

Gentlemen and/or Ladies :

Having examined the Tender Documents including Addenda Nos ..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ..... (name of the work) and deliver ..... in conformity with the said tender documents for the sum of..... *(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to Ten percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this ..... day of ..... 20..

_____

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

_____

Tenderer

Executive Engineer
(Tech Div) BBMP
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

Technical Proposal-Forms

9A. Tenderer's Information Form

9B. Method Statement

9C. Work Programme

9D. Form EQU: Equipment

9E. Personnel

9F. Financial Situation and Performance

9G. Average Annual Turnover

9H. Financial Resources

9I. Current Contract Commitments / Works in Progress

9J. Tenderer's Profitability

9K. Work Experience

Tenderer

Executive Engineer
Tech Div) BBMP
Bruhat Bengaluru Maha
Yelahanka, D

...ed rates	561.99	Sqm	561.99	561.99

9A. Tenderer's Information Form

Date: _____

Tenderer's name
Tenderer's actualor intended countryofregistration:
Tenderer's actualor intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of Government-owned enterprise or institution documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer

Tenderer

Executive Engineer,
(Yel Div)BBMP
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

9B. Method Statement

Tenderer shall set out details of the Method Statement for the Works to demonstrate how it will meet the Employer's objective and requirements. As a minimum, the Method Statement shall address the following:

(a) Details of the arrangements and methods which the Tenderer proposes to implement for the construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion.

(b) Outline of the arrangements of the Tenderer to manage coordination of Site access.

(c) Outline of the arrangements and organisation of the Tenderer to ensure compliance with the Works Requirements.

(d) Outline of the arrangements of the Tenderer to carry out testing

(e) [Insert other information, as may be appropriate.]

Tenderer

Executive Engineer
(Yel Div) BBMP
Bruhat Bengaluru Mahanagara Palike
Yelahanka

		561.99	sqm	561.99	561.99

9C. Work Programme

Requirements for proposed Works Programme

Tenderer

Executive Engineer
(Yel Div)BBMP
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

9D. Form EQU: Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 7, Eligibility and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of manufacture agreements specific to the project	

Tenderer

Executive Engineer
(Yel Div)BBMP
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

...ed Rates	561.99	Sqm	561.99	561.99

9E. Personnel

Key Personnel

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

**As listed in 'Key Personnel-Eligibility and Qualification Criteria'.

Tenderer

Executive Engineer
(Yel Div) BBMP

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

Resume of Key Personnel

Name of Tenderer		
Position		Date of birth
Personnel information	Name	
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last5 years, in reverse chronological order. Indicate particula technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Tenderer

Executive Eng
(Yel Div) BB

Executive Eng
Bruhat Bengaluru
Yelahanka,

561.99 | 561.99 | 561.99

9F. Financial Situation and Performance

Tenderer's Name: _____

Date: _____

1. Financial data

Type of Financial information in INR	Historic information for previous *5 years*, INR				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

Tenderer

Executive Engineer
(Yel Div)BBMP

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

2. Financial documents

The Tenderer shall provide copies of financial statements for *5* years pursuant Section 7, Eligibility and Qualifications Criteria. The financial statements shall:

(a) Reflect the financial situation of the Tenderer and not an affiliated entity (such as parentcompany or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[11] for the *5* years required above and complying with the requirements

Notes:

Financial data for latest last five audited financial years has to be submitted by the Tenderer in Form 9G to 9I along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet for the immediately preceding financial year i.e. 2020-21 is not available, he has to submit an affidavit certifying that the "balance sheet has actually not been audited so far". In such a case the financial data of previous 'five audited financial years before 2020-21 will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the Tender will be considered as non-responsive.

Tenderer

Executive Engineer
(Yel Div)BBMP

...d Rates	561.99	sqm	561.99	561.99

9G. Annual Turnover

Tenderer's Name: _____

Date: _____

Year	Amount INR
Annual Construction Turnover	

The financial data in the prescribed format shall be certified by Chartered Accountant with hisstamp and signature.

Tenderer

Executive Engineer
(Yel Div)BBMP
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

9H. Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section 7(Eligibility and Qualification Criteria)

	Financial Resources	
No.	Source of financing	Amount (INR)
1		
2		
3		

The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. If needed the working capital availability shall be demonstrated through a bank certificate.

Tenderer

Executive Engineer
(Yel Div)BBMP
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

	561.99	sqm	561.99	561.99

9I.Current Contract Commitments / Works in Progress

Tenderers should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
Sl No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current INR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR/month)]
1					
2					
3					
4					
5					

The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature.

Tenderer

Executive Engineer
(Yel Div.)BBMP
Executive Engineer
Bruhat Bangaluru Mahanagara Palike
Yelahanka, Division

9 J. Work Experience

Tenderer's Name: _____
Date: _____

Starting Year*	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

* See Section 7 Eligibility and Qualification Criteria

Tenderer

Executive Engineer
(Yel Div.)BBMP
Executive Engineer
Bruhat Bangaluru Mahanagara Palike
Yelahanka, Division

			Sqm	561.99	561.99
Approved Rates	561.99				

Financial Proposal

9.2- FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: To: (Name and Address of Employer)
(Name and Address of Tenderer)

_____
_____
_____

Dear Sir

Subject: "Supplying and Laying of various bituminous mixes for repair of potholes and Road cut Portions from established Hot Mix Plant of minimum 50/80 TPH capacity (In Fully working condition) including manufacturing, supplying and laying including the cost of all materials, machineries, labours, consumables etc complete for a period of 2 years in Yelahanka Division" – Financial Proposal reg.

We, the undersigned, offer to provide the work for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in Words and Figures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of
Signatory:Name of the
Consultant: Address:

Tenderer

Executive Engineer
(Yel Div) BBMP
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

i) Pricing Summary (Form 9.2) (Only for Reference)

The Tenderer should quote his offer in Indian Rupees, inclusive of plant and machinery. The tenderer should give 1st Priority to supply the needs of BBMP. The tenderer shall inform the BBMP, the other works taken up by him other than BBMP. The offer should be in the following proforma assuggested in the price Tender format

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Unit	Rate (in Rs)
1.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **hot bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading II Material PWD CSR 21-22 VOl 3 it. No 10.5 Page No 76 (as per Issue Rates Dated 01-01-2023)	Sqm	
2.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **65 mm of Wet Mix Macadam and Bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading II Material including all lead, lift and cost of materials and labour etc., complete	Sqm	
3.	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with **100 mm of Wet Mix Macadam and Bituminous material** as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2 for Grading II Material including all lead, lift and cost of materials and labour etc., complete	Sqm	

Notes:
1) Payments under this Contract will be made in Indian Rupees,

Executive Engineer
(Yel Div) BBMP
Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

Tenderer

	1	Sqm	561.99	561.99
Approved Rates	561.99			

SECTION 10: CONTRACT FORMS

Letter of Acceptance

To:

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our institution.

You are requested to furnish the Performance Security within 15 days of the receipt of this letterof acceptance valid in accordance with the Conditions of Contract, using for that purpose one ofthe Performance Security Forms included in Section 12 – Contract Forms.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of firm/agency/contractor: _____

Attachment: Contract Agreement

Tenderer

Executive Engineer
(Yel Div)BBMP
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

Agreement Form

Agreement

This agreement, made the .....day of .....20.....
between.....[name and address of Employer]
.....
(hereinafter called "the Employer") of the one part and .....
.....[
name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute .....
.....[name and identification number of Contract] (hereinafter called "the Works") and
Employer has accepted the Tender by the Contractor for the execution and completion of such Works and
remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be rea construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mention Contractor hereby covenants with the Employer to execute and complete the Works and remedy any therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and compl the Works and the remedying the defects wherein the Contract Price or such other sum as may payable under the provisions of the Contract at the times and in the manner prescribed by the Contract
4. The following documents shall be deemed to form and be read and construed as part of this Agreeme
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year f written.

The Common Seal of .....
.....
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
.....
.....

in the presence of:
Binding Signature of Employer .....

Binding Signature of Contractor .....

Tenderer

Executive Engineer
(Yel Div)BBMP

		1	Sqm	561.99	561.99
Approved Rates	561.99				

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To .....*[name of Employer]*
..... *[address of Employer]*

WHEREAS.....*[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* .....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[2] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

[1]_Rupees.....

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

" REP document ಪ್ರಕಾರ "

18/10/25

Executive Engineer
Yelahanka Division
Yelahanka Zone
Bruhat Bangalore Mahanagara Palike
BANGALORE - 560064

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

[1] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[2] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract